



1. We exhibit a photograph taken of the original absolute assignment terms of 29 June 2015 that was before Mr Justice Nugee which he was taken to by barrister, Ulick Staunton, acting for Middlesbrough FC. (Underlined green for emphasis):

We agreed to tidy up loose ends on some of the fees and the £200k that we paid from other accounts so that Earth Energy Investments, as Parent of Empowering MFC is assigned those investments, representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action, with the Parent recovering funds invested and Empowering MFC recovering consequential loss, including the feed in tariff revenue. We agreed this would mitigate loss in litigation to an extent.

2. Below we exhibit a photograph of paragraph 10 of Lord Justice Nugee's judgment of 5 February 2018 in case; CR-2017-000140 (High Court of Chancery, Insolvency & Companies Court):

10. It is true that one of the documents relied on as not having been disclosed is board minutes of EW dated 29th June 2015, in which there was some discussion of how to react to Middlesbrough's demand for £255,000, and that that includes a passage which could be a reference to assignment to EEI as follows:

"We agreed to tidy up loose ends on some of the feeds and the 200K that we paid from other accounts of Earth Energy Investments as parent of Empowering MFC, as assigning those investments representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action that the parent recovering funds invested, and Empowering MFC recovering consequential loss, including the feed in tariff

Note: The representations / falsification of crucial evidence cannot have been accidental by Mr Justice Nugee in 3 places in 1-paragraph designed to make the absolute terms of the original assignment, not absolute in his forged version.

3. The statutory offences:

1 The offence of forgery.

A person is guilty of forgery if he makes a false instrument, with the intention that he or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice.

[Section 1 Forgery & Counterfeiting Act 1981](#)

2 Fraud by false representation

- (1) A person is in breach of this section if he—
- (a) dishonestly makes a false representation, and
 - (b) intends, by making the representation—
 - (i) to make a gain for himself or another, or
 - (ii) to cause loss to another or to expose another to a risk of loss.
- (2) A representation is false if—
- (a) it is untrue or misleading, and
 - (b) the person making it knows that it is, or might be, untrue or misleading.

[Section 2\(1\) Fraud Act 2006](#)

What would the ordinary man or woman down the pub think?

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“There is no greater tyranny than that which is perpetrated under the shield of the law and in the name of justice”

Montesquieu

